

In re: Ernest and Barbara Smith	)	
	)	Case No. 10-47918
	)	Chapter 13
Debtors	)	

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any

executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
---------------	------------------	-------------

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
---------------	-----------------	-------------------

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
---------------	-----------------	----------------------

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
---------------	-----------------

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
BAC Home	\$1200.00	By Debtor

(E) **DSO Claims in equal installments.** Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
---------------	------------------	---------------

4. **Attorney Fees.** Pay Debtor's attorney \$1250.00 in equal monthly payments over 13 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
BAC Home	\$5000.00	48 months	0%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.31 % interest.

CREDITOR	EST BALANCE	DUE	REPAY PERIOD	TOTAL w/ INTEREST
----------	-------------	-----	--------------	-------------------

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.31 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below:

CREDITOR	BALANCE	DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
----------	---------	-----	-----	--------------	-------------------

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
----------	-------------	-------------------	--------	---------------

6. Pay \$1000.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
---------------	---------------	-------------------	---------------

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
----------	-----------	------------------------------

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Jefferson County Collector	\$337.26
Missouri Dept. of Revenue	\$3548.85

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 28,008.00. Estimated amount available \$ 0.00. Estimated repayment in Chapter 7: \$ 0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$ 0.00.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
Richard Lalumandieh	Lot 17 Oak Woods

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
----------	----------------

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE

DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

DATE: 7/27/2010

DEBTOR: /s/ Ernest Smith

DATE: 7/27/2010

DEBTOR: /s/ Barbara Smith

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the foregoing was served by U.S. Mail, postage prepaid, or by electronic filing, as appropriate, on this 27th day of July, 2010, addressed to the following:

Account Resolution Cor  
17600 Chesterfield Airpo  
Chesterfield, MO 63005

Acct Res Crp  
17600 Chesterfield Airpo  
Chesterfield, MO 63005

Action Revenue Recovery  
2021 Hudson Lane, Ste. A  
P.O. Box 4084  
Monroe, LA 71211

AIMA Neurology LLC  
PO Box 410290  
St. Louis, MO 63141

American Capital Ent  
42145 Lyndie Ln Ste 212  
Temecula, CA 92591

AT&T  
P.O. Box 930170  
Dallas TX, 75393

Bac Home Loans Servi  
450 American St  
Simi Valley, CA 93065

Bac Home Loans Servi  
450 American St  
Simi Valley, CA 93065

Cedar Hill Family Medicine  
PO Box 140  
Cedar Hill, MO 63016

Charter Communication  
P.O. Box 9037  
Addison, TX 75001

Citifinancial  
300 Saint Paul Pl  
Baltimore, MD 21202

Consumer Collection Mn  
2333 Grissom Dr  
Saint Louis, MO 63146

Consumer Collection Mn  
2333 Grissom Dr  
Saint Louis, MO 63146

Credit Management  
4200 International Pwy  
Carrollton, TX 75007

Dyck Oneal Inc  
15301 Spectrum Dr  
Addison, TX 75001

Ernst Radiology Clinic  
P.O. Box 60715  
St. Louis, MO 63160-0715

Esse Health  
P.O. Box 23340  
St. Louis, MO 63156-3340

Firstsource Fin Soluti  
17600 Chesterfield Airpo  
Chesterfield, MO 63005

Franklin Collection Sv  
2978 W Jackson St  
Tupelo, MS 38801

Gerber Ambulance  
19801 Mariner Avenue  
Torrance, CA 90503-1651

IRS  
P.O. Box 21126  
Philadelphia, PA 19114-0326

Jefferson County Collector  
Collector of Revenue  
P.O. Box 100  
Hillsboro, MO 63050

Mca Mgmnt Co  
Po Box 480  
High Ridge, MO 63049

Medical Recovery Specialists, Inc.  
2250 E Devon Ave. Ste. 352  
Des Plaines, IL 60018-4519

Midwest Emer Assoc-Fenton  
PO Box 366  
Hinsdale, IL 60522

Milsap & Singer, P.C.  
612 Spirit Drive  
St. Louis, MO 63005

Missouri Dept. of Revenue  
PO Box 1008  
Jefferson City, MO. 65105-1008

Nco Fin/55  
Po Box 13570  
Philadelphia, PA 19101

North Jefferson County Ambulance  
2820 Horrell Lane  
P.O. Box 233  
High Ridge, MO 63049

Osage Dental Group  
421 West Osage Street  
Pacific, MO 63069-1332

Patients First Health Care  
901 Patients First Drive  
Washington, MO 63090

Petra Anguelinin, LLC  
10010 Kennerly Road  
St Louis, MO 63128-2106

R.O.C. Law, Randall Oettle Company,  
P.C.  
12964 Tesson Ferry, Suite B  
St. Louis, MO 63128

R.O.C. Law, Randall Oettle Company,  
P.C.  
12964 Tesson Ferry, Suite B  
St. Louis, MO 63128

Randall Eliot Gusdorf  
225 S. Meramec Ave.  
Ste. 1220  
St. Louis, MO 63105

Regional Credit Service  
1201 Jefferson St.  
Suite 150  
Washington, MO 63090

Rehab Physician Billing  
PO Box 504147  
St. Louis, MO 63150

Richard H. Lalumondieh  
MLB Loan Servies  
PO Box 2871  
Gaithersburg, MD 20886

South County Radiologists  
P.O. Box 954129  
St. Louis, MO 63195-4129

SSM Medical Group  
10777 Sunset Office Dr. Ste. 210  
St. Louis, MO 63127

SSM Select Rehab St. Louis LLC  
3572 Solutions Center  
Chicago, IL 60677

SSM St. Clare Health Care  
PO Box 510410  
St. Louis, MO 63151

St. Anthony's Medical Center  
10010 Kennerly Rd.  
St. Louis, MO 63138

St. Joseph Hospital of Kirkwood  
PO BOX 503788  
St. Louis, MO 63150-3788

St. Louis Eye Clinic, Inc  
PO Box 840171  
Kansas City, MO 64187-0171

St. Louis Medical Professionals  
8790 Watson Rd.  
St. Louis, MO 63119

The Gilroy Law Firm  
231 S. Bemiston Ave., Ste. 800  
St. Louis, MO 63105

/s/ **Randall T. Oettle**  
Randall T. Oettle  
R.O.C. Law  
Randall Oettle Company, P.C.  
12964 Tesson Ferry, Suite B  
St. Louis, MO 63128  
(314) 843-0220  
(314) 843-0048

